

MOU AMENDMENT NO. 2
CLINICAL STUDENT SERVICES
ROCKY MOUNTAIN UNIVERSITY OF HEALTH PROFESSIONS, INC.
MOU NO. COR-NRMOU-2021-0390-CSD

This MOU AMENDMENT No. 2 amends the above-referenced MOU between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Rocky Mountain University of Health Professions, Inc.**, (RMUoHP), whose address and phone number are 122 E 1700 S, Provo, UT 84606, 801-375-5125. This MOU is amended for the following purpose(s):

- 1) In accordance with Section 2, of the above-referenced contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this MOU for the period November 1, 2022, through October 31, 2023, per the terms, conditions, and prices agreed upon. This is the 2nd renewal, 3rd year of the MOU. This MOU, including any renewals, may not exceed a total of four (4) years.
- 2) In accordance with Section 4, of the above-referenced contract, entitled Liaisons and Notice, subsection 4.1, entitled MOU Liaison, parties mutually agree to replace the State's Liaison as shown below:

CURRENT: Melissa Scharf is State's liaison
 500 Conley Lake Road
 Deer Lodge, MT 59771
 (406) 415-6522
Melissa.Scharf@mt.gov

NEW: Anita Thorpe is State's liaison
 500 Conley Lake Road
 Deer Lodge, MT 59771
 (406) 415-6521
athorpe@mt.gov

- 3) In accordance with Section 9, of the above-referenced contract, entitled Compliance with Laws, parties mutually agree to replace the previously agreed upon language with the language as shown below. **(The referenced Sections will read as follows with the new language underlined).**

9. COMPLIANCE WITH LAWS

9.1 Applicable Laws. RMUoHP shall, in performance of work under this MOU, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. RMUoHP is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. RMUoHP will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, and MDOC Policy 1.1.17, Prison Rape Elimination Act to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. RMUoHP is referred to § 45-5-501 MCA. Any subletting or subcontracting by RMUoHP subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, RMUoHP agrees that the hiring of persons to perform this MOU will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social

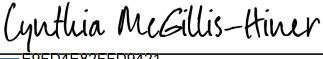
origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this MOU.


No changes made to section 9.2.

Except as modified above, all other terms and conditions of MOU No. **COR-NRMOU-2021-0390-CSD, including Amendment #1**, remain unchanged.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

Rocky Mountain University of Health Professions, Inc.
122 E. 1700 S.
Provo, UT 84606

DocuSigned by:

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Cynthia McGillis-Hiner (Date)
Bureau Chief
Health Services Bureau

DocuSigned by:

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Dr. Malissa Martin, Dean (Date)
College of Medical and Professional Services

Approved as to Form:

DocuSigned by:

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Ashley Salmon, Contracts Officer (Date)
Financial Services Bureau

Approved as to Legal Content:

DocuSigned by:

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Moïenda McCarty, Legal Counsel (Date)
Legal Services Bureau

MOU AMENDMENT NO. 1
ROCKY MOUNTAIN UNIVERSITY OF HEALTH PROFESSIONS, INC
MOU NO: COR-NRMOU-2021-0390-CSD

This MOU AMENDMENT No.1 amends the above-referenced MOU between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Rocky Mountain University of Health Professions, Inc.** (RMUoHP), whose address and phone number are 112 E. 1700 S., Provo, UT 84606, (801) 375-5125. This MOU is amended for the following purpose(s):

- 1) In accordance with Section 2, of the above referenced MOU, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this MOU for the period November 1, 2021, through October 31, 2022, per the terms, conditions, and prices agreed upon. This is the 1st renewal, 2nd year of the MOU. This MOU, including any renewals, may not exceed a total of four (4) years.
- 2) In accordance with Subsection 3.7.2, of the above reference MOU, parties mutually agree to replace the previously agreed upon language as shown below:

3.7.2 Prior to clinical experience, a thorough physical examination will be required, with an update of immunizations requested. Each student will submit a statement from the student's physician indicating that there is no known medical reason why the student should not participate in the clinical or academic phases of the program.

- 3) In accordance with Section 9, of the above referenced MOU, entitled Compliance with Laws, parties mutually agree to replace the previously agreed upon language with the language as shown below:

9. COMPLIANCE WITH LAWS

RMUoHP shall, in performance of work under this MOU, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. RMUoHP is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. RMUoHP will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. RMUoHP is referred to § 45-5-501 MCA. Any subletting or subcontracting by RMUoHP subjects' subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, RMUoHP agrees that the hiring of persons to perform this MOU will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this MOU.

9.1 Affordable Care Act. The Affordable Care Act requires RMUoHP, if RMUoHP is an applicable large employer under the ACA, to provide healthcare coverage for its employees who

provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA).

- 4) In accordance with Section 10, of the above referenced MOU, entitled Defense, Indemnification/Hold Harmless, parties mutually agree to replace the previously agreed upon language with the language as shown below:

10. DEFENSE, INDEMNIFICATION / HOLD HARMLESS

RMUoHP shall protect, defend, indemnify, and save harmless the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by RMUoHP's employees and agents, its subcontractors, its subcontractor's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this MOU.

RMUoHP waives all claims, demands, causes of action, and recourse against the State, including claims of contribution or indemnity, arising in favor of RMUoHP on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this MOU.

Except as modified above, all other terms and conditions of MOU No. COR-NRMOU-2021-0390-CSD, remain unchanged.

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STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

Rocky Mountain University Health
Professions, Inc
122 E. 1700 S.
Provo, UT 84606
Federal Tax ID# 87-0594592

DocuSigned by:


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Connie Winner, Administrator (Date)
Clinical Services Division

DocuSigned by:

76FB065B43C0424... 11/23/2021

Mike Nelson, Dean (Date)
College of Medical and Professional Services

Approved as to Form:

DocuSigned by:

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Kristi L. Hernandez, Contracts Officer (Date)
Department of Corrections

Approved as to Legal Content:

DocuSigned by:

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Molenda McCarty, Legal Counsel (Date)
Department of Corrections

**DEPARTMENT OF CORRECTIONS AND ROCKY MOUNTAIN UNIVERSITY OF HEALTH
PROFESSIONS, INC. MEMORANDUM OF UNDERSTANDING**

1. PARTIES

The **Montana Department of Corrections (State)**, Montana State Prison (MSP) and Rocky Mountain University of Health Professions, Inc., (RMUoHP), **hereby enter** into this Memorandum of Understanding (MOU) #COR-NRMOU-2021-0390-CSD. The parties' names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Montana State Prison
500 Conley Lake Road
Deer Lodge, MT 59772
(406) 444-3930

Rocky Mountain University of Health
Professions Inc.
122 E 1700 S
Provo, UT 84606
(801) 375-5125

**MONTANA DEPARTMENT OF CORRECTION, HEREINAFTER REFERRED TO AS
STATE, AND ROCKY MOUNTAIN UNIVERSITY OF HEALTH PROFESSIONS INC.,
HEREINAFTER REFERRED TO AS, RMUoHP, AS PARTIES TO THIS MOU AND FOR
GOOD AND VALUABLE CONSIDERATION SET OUT HEREIN, AGREE AS FOLLOWS:**

2. EFFECTIVE DATE, DURATION AND RENEWAL

This MOU shall take effect on upon final signature, and shall terminate on 10/31/2021, unless terminated earlier in accordance with the terms herein. This MOU may, upon mutual agreement and according to the terms of the existing MOU, be renewed for a period of one (1) year, not to exceed a total of three (3) additional years.

3. DUTIES/RESPONSIBILITIES OF PARTIES

3.1 Schedules The faculty of RMUoHP will assume responsibility, in coordination with MSP, for the assignment of one (1) to three (3) students, studentschedules, and the availability of clinical experiences. Changes to student schedules and the maximum number of students shall be agreed to by both parties.

3.2 Rules and Regulations RMUoHP students will be subject to MSP rules and regulations which include, but are not limited to, providing assurance of CPR certification, adherence to assigned hours, participation in selected educational activities, compliance with the uniform requirements, and receipt of required immunizations.

RMUoHP students will be subject to a criminal background check completed by the State. MSP requires two days advance notice of all clinical students requiring entrance to the facility. Name, date of birth, social security number, gender, and race of each of the clinical students will need to be faxed, (406) 415-6586, to the MSP liaison. Clinical students will not be allowed into the facility without first submitting to and passing a State background check.

RMUoHP shall ensure that clinical students have liability insurance and health insurance coverage for the duration of their clinical experience with MSP.

3.3 Supervision and Curriculum Development MSP will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students inasmuch as the students' presence affects the operation of the facility and/or the direct and indirect care of patients. The MSP faculty is responsible for the supervision of the education of the students as well as curriculum construction.

3.3.1 Course Requirements Participating students will have appropriate academic background for clinical placement. A copy of the course/clinical objectives will be made available to MSP. Students will meet the clinical objectives for this course in part by participating in a variety of activities at MSP and also by observing and working with an RN. Onsite clinical supervision by RMUoHP faculty will occur one (1) to two (2) times or as needed throughout the semester. In addition, the RMUoHP faculty will be available to students via telephone during their clinical experiences should they require immediate guidance or consultation.

3.3.2 Role of Student Students may supplement but will not be used to supplant professional and/or regular State personnel. While in State facilities, students will have the status of trainees; and are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the educational program. MSP and its staff will provide such supervision of the educational and clinical activities as is reasonable and is appropriate to the circumstances and to the student's level of training.

3.3.3 Attendance and Conduct RMUoHP will provide MSP with standards of conduct expected of students. Attendance will average four (4) to eight (8) hours per week for six (6) to twelve (12) weeks during the semester.

3.3.4 Student Removal RMUoHP will remove any student from MSP if the student, for reasons of health, performance, breach of confidentiality, questionable conduct, and/or other causes, becomes unacceptable to MSP.

3.4 Orientation An orientation to MSP will be provided to each new student group. This program may cover items such as student conduct, patient respect, confidentiality of patient care or confidentiality of protected health information, facility rules, and location of various areas within the facility.

3.4.1 The RMUoHP faculty will meet with the RNs and orient them to the role of the student. The faculty will be in phone or email contact with the assigned RN preceptor.

3.5 Evaluations RMUoHP will establish criteria appropriate for the evaluation of students. There will be a coordinating person at MSP who will provide guidance and on-site direction to the students placed there. Faculty members and MSP supervisors will evaluate the students' performance according to established criteria and curriculum guidelines.

3.6 Equipment and Supplies MSP will make equipment and supplies available for clinical learning experiences; however, supplies furnished may be limited to those that would normally be used in the course of patient and available supplies will be dependent on the current or expected needs of MSP.

3.7 Health To be eligible for assignment at MSP, students must conform to public health standards and be physically able to perform all physical requirements as determined by RMUoHP.

3.7.1 Prior to registration for a semester that includes clinical experience, each student

covered by this agreement will furnish RMUoHP with a certificate indicating that he/she has had a negative tuberculin skin test (PPD), negative chest X-ray, or negative sputum culture and a negative COVID-19 test result within a week of arrival for services.

3.7.2 Prior to clinical experience, a thorough physical examination with an update of immunizations will be required. Each student will submit a statement from the student's physician indicating that there is no known medical reason why the student should not participate in the clinical or academic phases of the program.

4. LIAISONS AND NOTICE

4.1 MOU Liaisons. All project management and coordination on State's behalf must be through a single point of contact designated as State's liaison. RMUoHP shall designate a liaison that will provide the single point of contact for management and coordination of RMUoHP's work. All work performed under this MOU must be coordinated between State's liaison and RMUoHP's liaison.

Melissa Scharf is State's liaison
500 Conley Lake Road
Deer Lodge, MT 59771
(406) 415-6522
Melissa.Scharf@mt.gov

Amber Collins is RMUoHP's liaison
122 East 1700 South
Provo, UT 84606
(385) 248-5516
amber.collins@rm.edu

4.2 Notifications. All notices and invoices required in this MOU shall be in writing, properly addressed to the liaison in 4.1 above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

5. AMENDMENTS

All amendments to this MOU shall be in writing and signed by the parties.

6. TERMINATION AND DEFAULT

6.1 The State may, by written notice to RMUoHP, terminate this MOU in whole or in part at any time RMUoHP fails to perform as required in this MOU.

6.2 Either party may terminate this MOU without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the MOU shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice.

7. INTEGRATION

This MOU contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written MOU, shall be binding or valid. This MOU shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the MOU.

8. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this MOU is illegal and void shall not affect the legality and enforceability of any other provision of this MOU, unless the provisions are mutually dependent.

9. COMPLIANCE WITH LAWS

RMUoHP shall, in performance of work under this MOU, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. RMUoHP is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. State has a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by RMUoHP subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, RMUoHP agrees that the hiring of persons to perform this RMUoHP will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this MOU.


10. DEFENSE, INDEMNIFICATION / HOLD HARMLESS

RMUoHP shall defend, indemnify and hold harmless the State of Montana and the contracting agency hereunder and their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, demands, causes of action, liabilities, damages, judgments, expenses or fees, including the reasonable cost of defense thereof and attorney fees, arising or awarded in favor of RMUoHP's or its subcontractor's employees or agents or third parties for bodily or personal injuries, death, damage to property, or financial or other loss resulting or allegedly resulting in whole or part from (i) the services performed or products provided or (ii) other acts or omissions of RMUoHP and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State.

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SIGNATURE


**STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601**

DocuSigned by:

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Connie Winner, CSD Administrator

11/30/2020

Date


Approved as to Form by:

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Contracts Officer
Department of Corrections

11/25/2020

Date


Approved as to Legal Content by:

DocuSigned by:

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Legal Counsel
Department of Corrections

11/25/2020

Date

**Rocky Mountain University Health
Professions, Inc.
122 E 1700 S
Provo, UT 84606
Fed Tax Id# 87-0594592**

DocuSigned by:

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Mark H. Horacek, Executive VP
For Academic Affairs & Provost

11/25/2020

Date